

# EXHIBIT 1

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

|                                  |   |                                |
|----------------------------------|---|--------------------------------|
| Gaming Marketing Solutions, Inc. | : |                                |
|                                  | : |                                |
| Plaintiff,                       | : | <u>VERIFIED</u>                |
|                                  | : | <u>AMENDED COMPLAINT(KMK):</u> |
| -against-                        | : | <u>DOCKET NO. 1:07-CV-4624</u> |
| Kein Cross                       | : |                                |
|                                  | : |                                |
| Defendant.                       | : | June 26, 2007                  |
| :                                | : |                                |

Plaintiff, Gaming Marketing Solutions, Inc. ("GMS"), by and through its attorneys, Maurer & Associates, PC, does hereby assert and allege for its amended complaint against the Defendant, Kein Cross as follows:

**Nature of the Action**

1. GMS, a marketing company, brings this action against Kein Cross, a merchandiser, for: unjust enrichment; unfair trade practices under the Connecticut Unfair Trade Practices Act; tortious interference with GMS's business relationships with its partner in this venture, Maritz, Inc. and its client Foxwoods Resort Casino through attempted extortion and disparagement causing damage to GMS in: unearned monies paid to Cross; costs to complete Cross's abandoned responsibilities, damage to reputation and legal fees.

**Parties**

### **Parties**

2. GMS is a corporation duly formed under the laws of the State of Illinois having a principal place of business at 505 North Lake Shore Drive, St. 6601, Chicago, Ill. GMS provides merchandise, advertising specialties, promotions and employee recognition programs to the gaming industry.
3. Kein Cross is a merchandiser, having a principal address at 77 Barrow Street #1FW, New York, NY 10014.

### **Jurisdiction and Venue**

4. Jurisdiction is based on 28 U.S.C.A. § 1332(a) as there is complete diversity of citizenship between the parties and the amount in controversy exceeds \$75,000.00 exclusive of interest and costs.
5. Venue is proper in the Southern District of New York pursuant to 28 U.S.C.A. § 1391 because Defendant resides within its borders.

### **Factual Background**

6. GMS was founded by James Feldman, a leader in the incentive marketing industry for over thirty years, to provide a variety of marketing and incentive services exclusively to the heavily regulated gaming industry having a particular expertise in the fast growing and highly lucrative Tribal gaming operators.

7. Prior to GMS's relationship with Cross, GMS and James Feldman, enjoyed a sterling reputation in the incentive and Tribal gaming industries, having been repeatedly recognized by trade associations and the leading trade journals while enjoying a flawless reputation with its vendors and customers.
8. The Tribal gaming industry, although large in dollar volume, is very small in number of operators. Every person who works in the industry must be licensed and free of criminal and ethical violations.
9. Additionally, each operator enforces stringent ethical requirements on its employees and vendors. Foxwoods Resort Casino has, and enforces assiduously, the most stringent ethical, conflict of interest, and business practices requirements in the industry and demands the same level of behavior from all of its employees and vendors.
10. An incentive marketing company's reputation in the Tribal gaming industry for ethics and honesty is an asset to be fiercely protected. The industry is small and word travels fast about any company that loses a client under conditions that indicate that the company has not complied with the client's ethical standards.
11. The refusal of one casino to renew or employ a vendor on ethical grounds can lead to the entire industry refusing to do business with that company.

12. On or about April 1, 2007, GMS in conjunction with Maritz Inc., agreed to provide to Foxwoods Resort Casino a completely redesigned and stocked loyalty program for the casino's guests (the, "Foxwoods/ GMS-Maritz Agreement"). A copy of the contract is attached as Exhibit "A". The value of the contract to provide this service is well over \$20 million in gross sales annually. GMS-Maritz was chosen over multiple other competitors, including the prior vendor based, in part, on its reputation for integrity and creativity.
13. Essential to the Foxwoods/ GMS-Maritz Agreement are the Confidentiality, No Solicitation, and No Kickback provisions at paragraph 15, 23., and 28.; the continuing review of performance at paragraph 16., and the right of Foxwoods to terminate the contract immediately upon material default and/or without cause on ninety days notice at paragraph 17.
14. GMS agreed to have the program completely designed, implemented, and ready to be introduced to the Foxwoods Resort Casino's guests on Memorial Day weekend 2007. To accomplish that project in under two months required GMS to provide: a complete redesign of the space; substantial renovation; and to develop, purchase, ship, receive and merchandise a completely new array of products totally over 3800 items prior to the Grand Opening.

15. GMS contacted Kein Cross to provide creative merchandising services to the project on a very tight schedule. A copy of the relevant e-mails between GMS and Cross is attached as Exhibit "B". Cross provided a proposal which is attached as Exhibit "C" hereto. GMS provided a counter-proposal which incorporated the Scope of Work and final price from Cross's proposal and a number of other provisions including Confidentiality and Trade Secret segments required by the Foxwoods/ GMS-Maritz Agreement. A copy of that counter-proposal is attached as Exhibit "D".

16. Cross's proposal required full payment in advance of any work. See Exhibit C, page 1. GMS refused that portion of the proposal immediately and countered with 50% upon purchase order, 50% upon completion. See Exhibit B, pg 11. Cross agreed to the counterproposal including that the first payment was dependent upon receiving the "proposed design concepts." See Exhibit B, pg. 24.

17. GMS paid Cross \$7500 in advance as 50% of the fee even though no final contract had been signed.

18. After making trips to Foxwoods Resort Casino and to St. Louis to present plans for the project and to receive the \$7500, Cross refused to execute the contract that is a condition precedent to doing any work

as a sub-contractor to GMS on the Foxwoods project. See Exhibit A, paragraph 18c.

19. April 27, 2007 Cross demanded immediate payment of the balance of his fee or he would not complete the merchandising for the Grand Opening. See Exhibit B, pg36.

20. April 29, 2007 Cross continued to withhold Store Concept Plan from GMS and Foxwoods causing GMS to have to delay the meeting with Foxwoods personnel to approve the plans. See Exhibit B, pg 38, 39, 41.

21. April 30, 2007 Cross had not provided the required prop list. See Exhibit B, pg 44.

22. When GMS again refused to pay Cross prior to the completion of the work as stipulated in GMS' counter-proposal, Cross again attempted to hold the completion of the project hostage by refusing to complete the work, to provide any of the completed design elements or to provide the required price lists, prop requirements and staging designs. Exhibit B, pg 46.

23. Even though Cross was repeatedly assured that he would be paid as the parties had agreed, he refused to complete the project, leaving GMS with less than three weeks to design, order, receive and merchandise the entire space. Exhibit B, pg 47, 48, 49.

24. GMS attempted to resolve the issue, including pointing out that the work that had already been paid for was not complete, but Cross refused to reply. Exhibit B, pg 49-55.
25. On May 13, 2007 Cross attempted to extort the \$7500 by threatening to send collection letters to GMS's client, Foxwoods and its partner, Maritz Inc. See Exhibit "E".
26. GMS was forced to send GMS executives to live at the project and work around the clock to complete the project in a timely manner at substantial extra expense for overtime work, rush delivery, hotel and meal charges.
27. Due to the urgency of the project, Cross was provided valuable trade secrets by Maritz, Inc., Foxwoods Resort Casino, and GMS regarding future retail design, merchandise, pricing and profitability without signing Foxwoods/ GMS-Maritz Agreement's mandatory non-disclosure and non-compete agreement. Further, Cross has been informed of certain strategic competitive information which would be valuable to any participant in the gaming industry.
28. Since Cross abandoned the project, he has threatened to disparage GMS to its client and venture partner.
29. Cross has said to GMS that his contract requires GMS to pay Cross \$15000 before he goes to the site. This is false.



30. Cross has said to GMS that he will tell Foxwoods Resort Casino and Maritz, Inc. that GMS has refused to pay money that GMS owes him. This is false.

31. Cross has said that he will say to Foxwoods Resort Casino and Maritz, Inc. that GMS has not behaved ethically in its dealings with him. This is false.

32. Further, Cross has indicated a willingness to use the competitive information he has to the detriment of GMS. For example, Cross has learned that the client's nearest competitor uses certain design elements in its loyalty program and that the client has decided to use certain superior design elements in the future. If the competitor was informed of these superior design elements with time to respond to these changes, the impact of the Foxwoods/ GMS-Maritz program would be diminished and incremental participation would be lost. This loss of incremental participation could cause the client to cancel the contract, both because of the ethical violation and because of the lack of performance.

33. On May 15, 2007 counsel wrote to Cross ordering him to cease and desist any disparagement of GMS and requesting that he sign the confidentiality agreement that he had declined to execute previously. A copy of that letter is attached as Exhibit "F". Cross telephoned

undersigned counsel's office and left a message saying that he intended to collect the remainder of his fee or he would have his attorney speak with "all of those involved."

34. Based on similar threats made previously in writing to GMS, GMS believes that Cross's intention is to disparage GMS's integrity and honesty to its client, Foxwoods Resort Casino, and its venture partner, Maritz Inc., in an attempt to either extort additional payments from GMS or to cause Foxwoods Resort Casino not to execute the contract with GMS-Maritz Inc.

**As And For the First Cause of Action**  
**For Unjust Enrichment**

35. The plaintiff reasserts and realleges paragraphs 1-34 as if fully set forth herein.
36. Cross received \$7500 as partial payment on a complete re-merchandising project. The \$7500 payment was contingent upon Cross producing proposed design concepts for Foxwoods approval. That work was abandoned and never completed.
37. Cross has been unjustly enriched in the amount of \$7500 in that it is contrary to equity and good conscience for Cross to retain a benefit that has come to him at the expense of GMS.

**As And For the Second Cause of Action**  
**For Violation of CUTPA General Statutes § 42-110b (a).**

38. The plaintiff reasserts and realleges paragraphs 1-37 as if fully set forth herein.
39. Cross engaged in an unfair or deceptive act or practice in the conduct of trade or commerce and that this caused GMS to sustain an ascertainable loss.
40. Cross's actions were carried out in the course of his trade or commerce in Connecticut.
41. Cross's attempt to extort money from GMS by abandoning the project and threatening to disparage GMS to its client and partner constituted an unfair trade practice because it "offends public policy." The public policy of the State of Connecticut forbids attempted extortion and defamation.
42. Cross's attempt to extort money from GMS by abandoning the project and threatening to disparage GMS to its client and partner constituted an unfair trade practice because it was "immoral, unethical, oppressive or unscrupulous."
43. GMS has sustained an "ascertainable loss."

**As And For the Third Cause of Action**  
**For an Injunction to Enjoin Cross from Contact**  
**With Foxwoods and Maritz, Inc.**

44. The plaintiff repeats as if fully set forth paragraphs 1- 43 inclusive.

45. Cross knew at the time that he threatened to inform Foxwoods Resorts Casino and Maritz Inc. that he had not been paid in violation of his contract that the statement was false because:

- a. Cross did not have an executed contract,
- b. GMS had not agreed to pay Cross before completion,
- c. GMS had not violated any agreement between them,
- d. Cross had abandoned the work,
- e. Cross had not completed the project, and
- f. the segment of the work that Cross had done was also incomplete.

46. Further, Cross threatened words will defame GMS by implication and innuendo with words that were meant to convey that GMS had behaved wrongfully, dishonestly and unethically when it did not pay him.

47. Unless Cross is enjoined immediately from contact with the Foxwoods Resort Casino's and Maritz Inc.'s staff, he has threatened to convey this defamatory information to them.

48. GMS will be irreparably damaged by Cross' threatened conduct in its reputation for honesty and ethical behavior. If believed by and acted on by Foxwoods Resort Casino and/or Maritz Inc., Cross' defamatory conduct would proximately cause GMS not only to lose the Foxwoods/ GMS-Maritz Inc. Agreement but damage its relations with other current and potential clients in the Tribal Gaming Industry.

49. Even though GMS' counsel has written to Cross and demanded that he cease and desist his defamatory conduct, he has informed counsel that he is determined to continue with his threatened conduct.

**Prayer for Relief**

**WHEREFORE**, the plaintiff respectfully requests that this Court enter judgment in its favor and against the defendant and grant the following relief:

1. On the First Cause of Action for unjust enrichment; \$7500, plus prejudgment interest.
2. On the Second Cause of Action for violation of CUTPA; compensatory, consequential and all other damages directly and proximately caused by the defendant's acts of attempted extortion through defamation and

job abandonment, and treble damages to be determined by the court,  
plus reasonable attorneys fees , costs and expenses.

3. On the Third Cause of Action, a Permanent Injunction barring  
defendant from contact with Foxwoods Resort Casino or Maritz Inc.  
personnel for a period of one year.

**Demand for Jury**

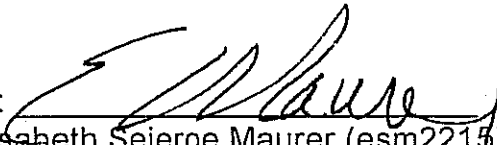
The Plaintiff demands a trial by jury.

Dated: Ridgefield, CT  
June 26, 2007



PLAINTIFF,

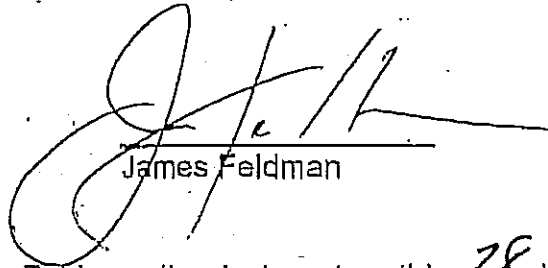
Gaming Marketing Solutions, Inc.

By:   
Elisabeth Seieroe Maurer (esm2215)  
Maurer & Associates, PC  
Attorney for Plaintiffs  
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Ridgefield, CT 06877  
Phone: (203) 438-1388  
Fax: (203) 431-0357  
[emaurer@maurerandassociates.com](mailto:emaurer@maurerandassociates.com)

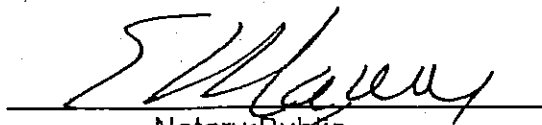
Verification

I, James Feldman, the CSO of GMS, Inc. do hereby verify that the allegations made herein are, to the best of my knowledge, information and belief, formed after inquiry, reasonable under the circumstances, true, have evidentiary support or are likely to have evidentiary support if reasonable opportunity for further investigation or discovery is allowed.

Dated: June 28, 2007

  
James Feldman

Sworn to and signed by James Feldman, the declarant on this 28 day of June, 2007.

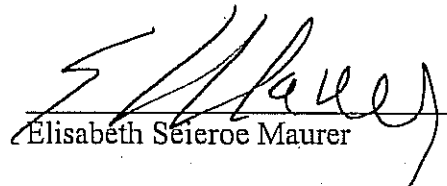
  
Notary Public  
My commission expires on  
Commissioner of the  
Superior Court

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

|                             |   |               |
|-----------------------------|---|---------------|
| -----X                      |   |               |
| GAMING MARKETING SOLUTIONS, | : | 07CV4624      |
|                             | : | (AKH)         |
| Plaintiff,                  | : |               |
| -against-                   | : |               |
|                             | : | JUNE 29, 2007 |
| KEIN CROSS,                 | : |               |
| Defendant.                  | : |               |
| -----X                      |   |               |

**CERTIFICATE OF SERVICE**

I hereby certify that on June 29, 2007, a copy of the foregoing Plaintiff's Verified Amended Complaint with verification of James Feldman J with exhibits was filed electronically and served by mail on anyone unable to accept electronic filing as indicated below. Notice of this filing will be sent by e-mail to all parties by operation of the Court's electronic filing system or by mail to anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM/ECF System.

  
Elisabeth Seieroe Maurer



# EXHIBIT A

**CONTRACT BETWEEN**  
**GAMING MARKETING SOLUTIONS, INC.**  
**AND**  
**FOXWOODS RESORT CASINO**

**DATED: April 1, 2007**

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## 15. Confidentiality

GMS acknowledges that it will be exposed to confidential information of Foxwoods. Confidential information shall include any information related to the Program as it is administered by Foxwoods including but not limited to the means and methods of running the Program, the names or addresses of enrollees of the Program, player names, addresses, level of play, points earned or any other information relating to players or their guests at Foxwoods ("Confidential Information"). Confidential Information shall also include the business information concerning the operation of the Foxwoods Wampum Rewards Store (the "Store") including but not limited to cost of merchandise, volume of items and revenue of the Store. Confidential Information shall also include any information supplied to GSM by Foxwoods that is marked "Confidential" and shall generally include information about Foxwoods or the Program which is not generally available to the public. Confidential information shall not include information which GSM already had knowledge of prior to responding to the RFI issued by Foxwoods or which becomes generally known to the public during the Agreement period through no fault of GSM. GSM is hereby authorized to use Confidential Information solely in connection with performance of the Scope of Work as described in Exhibit "A" of this

Agreement. GMS shall not, directly or indirectly, use, disseminate, disclose, or in any way reveal, beyond the scope of authority granted by Foxwoods, all or any part of the Confidential Information and shall use such Confidential Information only to the extent specifically authorized by Foxwoods. GMS shall protect against the dissemination or disclosure of such Confidential Information by its officers, employees, agents and representatives or the like, to any third parties. Violation of this Paragraph shall constitute an immediate material violation of this Agreement and the provisions of Paragraph 16 relating to an opportunity to cure shall not apply and Foxwoods may immediately terminate this Agreement. Upon termination of this Agreement, for any reason whatsoever, GMS shall turn over to Foxwoods any and all copies it may have of Confidential Information. Breach of this Agreement shall immediately entitle Foxwoods or MPTN to any and all remedies available to it at law and in equity, including but not limited to, commencing an action to enjoin any threatened or impending disclosure or use of Confidential Information by GMS or any employee, agent or officer thereof. The provisions of this paragraph shall survive the end or termination of this Agreement.

#### 16. Performance

Foxwoods shall review, on a continuous basis, all services rendered or performed by GMS or Maritz. All services will be performed in accordance with currently accepted professional practices by appropriately qualified people who are trained and experienced in the supply and management of a Wampum Rewards Store. GMS shall use its best efforts to achieve satisfactory results. Foxwoods shall notify GMS, in writing, if all or any part of the services are not acceptable. Foxwoods shall supply a written explanation of the reasons why the services have been deemed unacceptable. Such notice shall be supplied no later than ten (10) days following the conclusion of the billing period in which unsatisfactory performance occurred. GMS shall thereafter, at no additional charge, modify and/or remedy its performance so as to make the services reasonably acceptable to Foxwoods within thirty (30) calendar days. If the unacceptable services are not corrected to the reasonable satisfaction of Foxwoods, then such failure shall constitute a material default and Foxwoods may terminate the Agreement as further provided herein.

#### 17. Termination of Agreement

Foxwoods may terminate this Agreement for cause immediately upon the failure of GMS to cure a material default as provided in Paragraph 16. Foxwoods may terminate this Agreement without cause upon ninety (90) calendar days notice. In the event of termination GMS shall within thirty (30) days of the termination date (after which no further merchandise will be supplied or accepted) deliver to Foxwoods a final invoice. The invoice shall bill for all merchandise delivered up to the termination date and the undisputed portion thereof shall be paid by Foxwoods within ten (10) days of receipt. In addition to the compensation provided herein, in the event of termination without cause, GMS shall be entitled to reasonable and direct expenses, supported by appropriate documentation, incurred by GMS. Such expenses may include labor expenses that would

not have been incurred but for the early termination of the Agreement. In the event of termination for cause, no additional expenses shall be payable.

## RECITATIONS

WHEREAS; Foxwoods Resort Casino ("Foxwoods") is an unincorporated instrumentality of the Mashantucket Pequot Tribal Nation ("MPTN"), located in Mashantucket, CT and Gaming Marketing Solutions, Inc. ("GMS"), is an Illinois corporation, headquartered in Chicago, IL, collectively the "Parties"; and

WHEREAS; GMS has entered into a supply agreement with Maritz, a Missouri corporation which is headquartered in Fenton, Missouri, pursuant to which Maritz will supply GMS with a selection of merchandise and favorable pricing that Foxwoods may use to stock its Wampum Rewards Store; and

WHEREAS; GMS has agreed to manage the Foxwoods Wampum Rewards Store and to provide certain other services as further set forth in this Agreement; and

## AGREEMENT

NOW THEREFORE, in consideration of the foregoing, the terms and conditions set forth below and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as set forth below:

### 1. Effective Date

This Agreement shall be effective April 1, 2007, notwithstanding the date the Agreement is signed, and shall remain in effect, unless terminated pursuant to the provisions of this Agreement, for three (3) years.

### 2. Scope of Work

GMS shall perform the tasks as set forth on:

A. the Statement of Work which is attached as Exhibit "A" and is hereby incorporated by reference;

B. the Request For Information ("RFI") issued by Foxwoods, with responses from GMS, which is attached as Exhibit "B" and is hereby incorporated by reference; and

C. a final list of items available for redemption which is attached as Exhibit "C" ("Foxwoods Final Merchandise Selection"). GMS shall be the exclusive provider of the Scope of Work.

### 3. Description of Program

Pursuant to the tasks as delineated in Paragraph 2 hereof, GMS shall manage the Foxwoods Wampum Rewards Store and program. The Wampum Rewards program is an



### 23. No Solicitation

During the duration of this Agreement, GMS agrees not to solicit or otherwise do business with Mohegan Sun. The limitation provided in this paragraph shall continue for one (1) year after the last date that service is supplied pursuant to this Agreement. The limitation provided in this paragraph will be incorporated into the subcontract with Maritz or any other subcontractor of GMS. The provisions of this paragraph shall survive the termination of this Agreement.

## **28. Covenants Against Kickbacks**

A. For purposes of this subsection "Money" means any cash, fee, commission, credit, gift, gratuity, thing of value or compensation of any kind;

B. For purposes of this subsection a "Tribal Contract" means a written contract with MPTN, Foxwoods, PRxN, or any other political subdivision of the Tribe or with any Tribally owned business;

C. For purposes of this subsection a "Kickback" means any Money which is provided or is offered, as herein provided, for the purpose of obtaining or maintaining a Tribal Contract or for rewarding favorable treatment in connection with any Tribal Contract.

D. GMS represents, warrants, covenants and agrees that neither GMS nor its affiliates or Maritz or any other subcontractors (including any of their officers, agents or employees) has provided or attempted to provide, either directly or indirectly, any Kickback to any employee of Foxwoods or to any member of MPTN. GMS further warrants, covenants and agrees that neither GMS nor its affiliates nor any subcontractors (including any of their officers, agents or employees) will, in the future, provide or attempt to provide, either directly or indirectly, any Kickback to any employee of Foxwoods or to any member of the MPTN.

E. Failure to abide by the provisions of this section may, without further notice, result in the immediate termination of this Agreement.

F. Nothing in this paragraph shall prohibit a free sample or product use program that may be implemented by GMS provided any such program is approved by Foxwoods.

Anticipated estimate of merchandise purchased annually: \$23 Million  
This entire agreement and associated offers are based on this estimate. In the event Client purchases appear to create a shortfall, GMS/Maritz reserves the right to notify Client in order to adjust the compensation for the SOW.

## VI. Reservations

### THE MASHANTUCKET PEQUOT TRIBAL NATION RESERVES:

- A. The right to reject any or all bids, to serve in the best interest of MPTN/MPGE.
- B. The right to negotiate with all or one respondent when such action is deemed to be in the best interest of MPTN/MPGE.
- C. The right to cancel any agreement, if in its opinion there is a failure at any time to perform adequately the stipulations of the Scope of Work, or if there is any attempt to willfully impose upon the MPTN/MPGE equipment or services which are, in the opinion of MPTN/MPGE, of an unacceptable quality. The supplier agrees to hold harmless the MPTN/MPGE from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, reasonable fees and expenses for Attorneys, expert witnesses and other contractors at the prevailing market rate for such services) which may be imposed upon, incurred by or asserted against the MPTN/MPGE by reason of any of the following:
  - 1. Any negligent or tortuous act, error, or omission attributable in whole or in part to the vendor or any of their employees, vendors, or agents, now existing or hereafter created.
  - 2. Any failure by the Supplier or their employee to perform their obligations either implied or expressed under this contract/agreement.

# EXHIBIT B

Case 1:07-cv-04624-RJS Document 11-2 Filed 07/16/2007 Page 31 of 99  
Subj: Quick Question?  
Date: Monday, 26 March 2007 10:45:58 PM  
From:  
To: keincross

Hey Kein, I am wondering what you are working on these days and whether you are interested in the odd freelance project or not?

I have a client located in CT - about 3hrs north of NYC towards the RI border who has some retail stores. They are relaunching one of their stores shortly and I think they need to have someone give it the visual onceover and do them a 12 month window plan - well they plan to keep core product and bring in new items once every 45 days so the window would probably move according to the merchandising strategy.

This is not high end retailing - it's almost like a catalog in store form if you know what I mean.

Ideally if it is something you are interested in quoting on and your schedule would allow, then it would be ideal if you were able to meet them this week, say Wednesday.

Anyway, you may well have moved on from such things by now but if u are interested let me know and I will get you more information.

Love, Jen

Subj: Fwd: Delivery Status Notification (Failure)  
 Date: Monday, 26 March 2007 11:44:41 PM  
 From: KeinCross  
 To: JDidea

www.kein.com

AOL now offers free email to everyone. Find out more about what's free from AOL at AOL.com.

Subj: Delivery Status Notification (Failure)  
 Date: Monday, 26 March 2007 11:32:36 PM  
 From: MAILER-DAEMON@smtp05.bis.na.blackberry.com  
 To: keincross@aol.com

The following message to <JDidea@aol.com> was undeliverable.  
 The reason for the problem:  
 5.1.0 - Unknown address error 554-': (HVV:B1)  
<http://postmaster.info.aol.com/errors/554hvub1.html>\nTRANSACTION FAILED'

Received: from unknown (HELO bda094.bis.na.blackberry.com) ([172.20.226.74])  
 by smtp05.bis.na.blackberry.com with ESMTP; 27 Mar 2007 04:32:30 +0100  
 Received: from bda094-cell01.bisx.prod.on.blackberry (localhost.localdomain [127.0.0.1])  
 by bda094.bis.na.blackberry.com (8.13.4 TEAMON/8.13.4) with ESMTP id I2R3WUcU020876  
 for <JDidea@aol.com>; Tue, 27 Mar 2007 03:32:30 GMT

Message-ID:  
 <474805690-1174966349-cardhu\_blackberry.rim.net-478350498-@bx038-cell01.bisx.prod.on.blackberry>  
 Content-Transfer-Encoding: base64  
 Reply-To: keincross@aol.com  
 References: <cdc.d3cd3a1.3339e0bd@aol.com>  
 In-Reply-To: <cdc.d3cd3a1.3339e0bd@aol.com>  
 Sensitivity: Normal  
 Importance: Normal  
 To: JDidea@aol.com  
 Subject: Re: Quick Question?  
 From: keincross@aol.com  
 Date: Tue, 27 Mar 2007 03:31:54 +0000  
 Content-Type: text/plain; charset="Windows-1252"  
 MIME-Version: 1.0

Hello Jen,

I would love to meet with your client.

Thank you for thinking of me, and I

Look forward to hearing from you.

I will be available when it is convient  
 for you client.

Best, Kein

Sent via BlackBerry from Cingular Wireless



Case 1:07-w-04624-RJS Document 11-2 Filed 07/16/2007 Page 33 of 99  
Subj: Meeting Wednesday  
Date: Tuesday, 27 March 2007 12:55:57 PM  
From:  
To: keincross@aol.com

OK, Sounds great. I have arranged a meeting for 3.00pm and the details are as follows:-

Foxwoods Casino and Resort  
39 Norwich Westerly Road  
Mashantucket. CT

Basically you take I95 North to Exit 92 to Route 2 West and follow that for 20minutes or so until you come to the Foxwoods entrance which will be on your left.

Head in the main entrance and then follow the signs for Hotels and where you are going to is:-

Grand Pequot Tower - this is the main entrance to the hotel and the casino.  
Ignore signs for Rainmaker and Two Trees etc etc.

There is valet and self park so just ask them if you are lost.

Come into the main lobby.

You will meet with the following:-

Ben Fluorney - VP Retail  
Michelle Lane - Director of Retail Operations  
Jillian Grossman - Visual Merchandising

Basically they have a huge range of retailing options here which is kind of amazing really and they do amazing stuff with limited budgets and staff. I imagine that if you want to get on board with this first store, there could be plenty of opportunity around their more traditional retail at another time. Also MGM Grand are opening here as well so it is expanding.

This particular opportunity is for the Wampum Rewards Store. In a nutshell, patrons earn Wampum Points (lots of them) and they are only redeemable in the casino and hotel. The wampum store itself has currently a very typical catalog style assortment of goods but this is going to change a bit although not in a revolutionary way. Have a look at their website - [www.wampumrewards.com](http://www.wampumrewards.com). You can see the store and get a feel for the merchandise. If you look at the [www.foxwoods.com](http://www.foxwoods.com) site you can see the rest of the facilities.

I think that the opportunity is to present a 12 month visual merchandising strategy that will tie in with the product strategy (currently being developed). It should relate both to the window display and the store layout itself. While my recommendation is for an outside visual person such as yourself to quote on the job, I don't believe they have the funds to spend on the store itself. And in fact I don't believe they need to. It is a huge space and actually has some good looking display fixtures which are not used properly in their current format. Additionally, I am sure there are a heap of potential props etc available on property that just need to be commandeered. Currently the store personnel (you will know what I mean when you see them), do displays etc and it is more a matter of just piling the boxes on top of each other!!! They are crying out for real expertise and direction in my opinion.

The thing to keep at the back of your mind is that first and foremost their business is Gaming and that is what drives everything and of course as you will see when you get here, there are plenty of customers, its just that they are not customers you would expect to see on Madison Avenue if you know what I mean.

Anyway, see how it goes and whether you want to quote. Maybe you should arrive at 2.30 and I will set up a pre meeting for you to have a quick look at the store so you at least know the context.

Hope this works!

Subj: Re: Meeting Wednesday  
Date: Thursday, 29 March 2007 8:35:58 AM  
From: keincross@aol.com  
o: JDidea@aol.com

Good Morning, Jen.

It was sooo great to see you, and you looking so beautiful. Thank you again for the chance to work on this project.

Have a safe trip home. I will get you

A draft of my proposal with in the next few days.

L - Kein

Sent via BlackBerry from Cingular Wireless

Case 1:07-cv-04624-BJS Document 11-2 Filed 07/16/2007 Page 36 of 99  
Subj: Re: Meeting Wednesday  
Date: Sunday, 1 April 2007 3:05:47 PM  
From:  
To: keincross@aol.com

Finally home and reading your email - whichever way you cut it, it's a dog of a trip!!!

Glad you think you might be able to get something going for the Foxwoods project - I think it could be a good one and as I say, if you only work on it for the next 6 months then that could be good for you as well.

They are moving at the speed of light and the April 01 transition deadline has hit and objectives achieved so now it is all systems go for the May 31 launch. As I think I mentioned, Jim will be at Fox woods from Tuesday evening but I would ring him or email him with your first suggestions for proposal as soon as you have it so you can talk about next steps. As I said, definitely try and organise it so u can propose and hopefully get it all put to bed this week if possible.

Let me know if you get stuck with anything and I can help, Jenny

ello:  
Attached please find my proposal for the Foxwoods Resort Casino for your review. Please contact me if you have any questions.

Thank you,  
Rein Cross

7.com

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see what's free at AOL.com (<http://www.aol.com?ncid=AOLAOFC0020000000503>).

<<foxwood proposal.doc (application/msword)>>

Ken's Draft sent  
to JD for input

April 2, 2007

To: Mr. James Feldman and Ms. Jennifer Dobbin

Re: Foxwoods Resort Casino / Wampum Rewards Store

Thank you for the opportunity to submit a proposal for the restructuring and remerchandising of the Wampum Rewards Shop at Foxwoods Resort Casino. After my initial meetings with Ms. Dobbin the Retail and Visual Merchandising Division of Foxwoods Resort Casino, I feel I can assist you with your targeted goal of updating, upscaling, and increasing overall sales by 50%.

To follow are areas where I can assist you to achieve these goals:

- Boutique entire store into shop concepts and swing areas. This can be achieved by using existing fixturing and onsite merchandising.
- I will provide a detailed floor plan and drawings of how finished "shop concepts" will appear.
- Work with existing team of buyers, retail and visual merchandising, and sales staff to create the merchandise plan.
- Improving shop decor so the emphasis of the shop is on the merchandise by proper color choices, lighting, fixture placement, and signage.
- Use merchandise as props to set the tone and soften overall look of the store.
- Work with merchants to create themes in advance for 45 day merchandise change to keep Wampum's Rewards Store looking fresh and forward.
- My main focus is to display and merchandise goods for optimum sales

My fee schedule is as follows:

Initial design concepts, which includes all of the points above:  
\$15,000 plus expenses before any additional work is initiated (any onsite visits, travel).  
This design fee is due in full prior to acceptance of the project.

Design and implementation of merchandise change, which would include one visit for new theme every 45 days:  
\$5,000

**Please note that this fee schedule does not include costs for any props, signage, or other supplies that are required. Additionally, I would require a six month contract.**

**Please contact me if you should have any questions. I look forward to the opportunity to work with you.**

**Best regards,**

**Kein Cross**

m: jdobbin <jdobbin@integratedideasinc.com>  
o: <KeinCross@aol.com>  
t: Re: Foxwoods Resort Casino Proposal  
e: Mon, 02 Apr 2007 17:00:44 -0400 (EDT)

is good to go. I have made some changes but you don't have to run with them, just some thoughts and suggestions. I would get it on the email to Jim now so he has time to consider it before he  
ods and can speak with you and set a time for meeting this week. Let me know if there are questions from my comments. I think it is more than reasonable and I don't think there will be any  
the fee - I think you should hold firm on that as you are worth it.



KEINCROSS.COM

77 Barrow Street, New York NY 100??  
email and phone

April 2, 2007

Changes +  
Suggestions  
made by JD to  
KC's Draft  
contract

To: Mr. James Feldman and Ms. Jennifer Dobbin - GMS

Re: Foxwoods Resort Casino / Wampum Rewards Store

JDs input in  
lighter font.

Thank you for the opportunity to submit a proposal for the restructuring and remerchandising of the Wampum Rewards Shop at Foxwoods Resort Casino. After my initial meetings with Ms. Dobbin and the Retail and Visual Merchandising Division of Foxwoods Resort Casino, I feel I can assist you with your targeted goal of updating, upscaling, and increasing overall sales by 50%.

#### Visual Merchandising Strategy

Through the development of an innovative and co.ordinated visual merchandising strategy with the underlying objective to display and merchandise goods for optimum sales, I believe I can contribute to the GMS/Maritz goal as follows:-

- Boutique entire store into shop concepts and swing areas. This can be achieved by using existing fixturing and onsite merchandising.
- Provide a detailed floor plan and drawings of how finished "shop concepts" will appear.
- Improve shop decor so the emphasis of the shop is on the merchandise by proper color choices, lighting, fixture placement, and signage.
- Use merchandise as props to set the tone and soften overall look of the store.
- Work with Foxwoods/GMS buyers and/or merchants to create themes in advance for 45 day merchandise change to keep Wampum's Rewards Store looking fresh and forward.
- Work with existing team of buyers, retail and visual merchandising, and sales staff to create the merchandise plan.

#### Fee Schedule

Initial design concepts, which includes all of the points above:

\$15,000 plus expenses before any additional work is initiated (any onsite visits, travel).

This design fee is due in full prior to acceptance of the project – Kein not sure how this will work as to date, Foxwoods have not forked over any money, they are still dotting the I's and crossing the t's on the contracts so u may need to be prepared to have some wiggle room with this – suggest you be prepared to work with this. I know Jim hasn't any hope of seeing any funds before Jim and Maritz have a truck load of merchandise being picked and packed and won't see any funds for that either for some time.

However, what you may need to do is suggest 50% upon purchase order and 50% on May 31. There is no issue about payment it is just that it is the beginning of the first

contact so realities of payment is still being worked out – this is a company that still signs ALL the checks by hand can you believe? Try the 100% first and maybe Jim will just pay it to get you on board and then deal with Foxwoods on the other end.

Design and implementation of merchandise change, which would include one visit for new theme every 45 days:

\$5,000 – this is fine, again, make sure that this is paid within 10 days for example

Please note that this fee schedule does not include costs for any props, signage, or other supplies that are required.

To ensure that the new Wampum Rewards Visual Strategy has the best chance for success, I would undertake the project based on a 6 (– actually it might need to be 7 or 8 if we are to take it to the end of the year? Your choice )month contract to ensure that the strategy is implemented from launch through to 07 Holiday. At that time, we could review, analyse and of course, renegotiate .

**Timing:**

I understand that there is a requirement to commence on this project at the earliest opportunity particularly if the initial store concept is to be approved and in place prior to Launch on May 31. Once the terms of contract are agreed and a Purchase Order has been issued, I would be available to meet with you at Foxwoods and present my work plans and timing schedule for the above strategy.

I look forward to the opportunity to work with you and please contact me if you should have any questions.

Best regards,

Kein Cross

Kein's Proposal  
Sent to  
JD + JF  
4/2/07

Kein Cross  
77 Barrow Street, #1FW  
New York, NY 10014  
[www.kein.com](http://www.kein.com) (646)256-0773

April 2, 2007

To: Mr. James Feldman and Ms. Jennifer Dobbin- GMS

Re: Foxwoods Resort Casino / Wampum Rewards Store

Thank you for the opportunity to submit a proposal for the restructuring and remerchandising of the Wampum Rewards Shop at Foxwoods Resort Casino. After my initial meetings with Ms. Dobbin and the Retail and Visual Merchandising Division of Foxwoods Resort Casino, I feel I can assist you with your targeted goal of updating, upscaling, and increasing overall sales by 50%.

Visual Merchandising Strategy

Through the development of an innovative and coordinated visual merchandising strategy with the underlying objective to display and merchandise goods for optimum sales, I believe I can contribute to the GMS/Maritz goal as follows:

- Boutique entire store into shop concepts and swing areas. This can be achieved by using existing fixturing and onsite merchandising.
- Provide a detailed floor plan and drawings of how finished "shop concepts" will appear.
- Improve shop decor so the emphasis of the shop is on the merchandise by proper color choices, lighting, fixture placement, and signage.
- Use merchandise as props to set the tone and soften overall look of the store.
- Work with Foxwoods/GMS buyers and/or merchants to create themes in advance for 45 day merchandise change to keep Wampum's Rewards Store looking fresh and forward.
- Work with existing team of buyers, retail and visual merchandising, and sales staff to create the merchandise plan.

### Fee Schedule

- Initial design concepts, which includes all of the points above: \$15,000 plus expenses before any additional work is initiated (any onsite visits, travel). This design fee is due in full prior to acceptance of the project.
- Design and implementation of merchandise change, which would include one visit for new theme every 45 days: \$5,000- to be paid within a 10 day period.
- Please note that this fee schedule does not include costs for any props, signage, or other supplies that are required.

To ensure that the new Wampum Rewards Visual Strategy has the best chance for success; I would undertake the project based on the launch through to the 07 holiday.

### Timing

I understand that there is a requirement to commence on this project at the earliest opportunity particularly if the initial store concept is to be approved and in place prior to Launch on May 31. Once the terms of the contract are agreed and a Purchase Order has been issued, I would be available to meet with you at Foxwoods to present my work plans and timing schedule for the above strategy.

I look forward to the opportunity to work with you and please contact me if you should have any questions.

Best regards,

Kein Cross

From: JDidea@aol.com

Date: Mon, 2 Apr 2007 08:44:01

To: KeinCross@aol.com

Subject: Timing...

Kein, I was speaking with Jim today and we are thinking that in fact it may end up that in the first instance your contract is with GMS (Jim's company that has the contract) in order that we can get you up and running pretty immediately.

Anyway, just wanted to give you the heads up on that possibility so it maybe one of the options that you need to discuss with him when you contact him this week. It's just that so much of the merchandise inventory, training etc etc will revolve around the store visual strategy and unless we get it up and running pretty much immediately, we won't have the necessary time to get the right product assortment to support your vision etc etc.

Let me know if I can help, Jenny

\*\*\*\*\*

See what's free at <http://www.aol.com>.

Subj: Re: Timing...  
Date: Monday, 2 April 2007 10:56:48 PM  
From: keincross@aol.com  
To: JDidea@aol.com

Greetings, Jenny.

Thank you, I will have something to you tomorrow. Can you email proposed inventory lists.

Best, Kein

Sent via BlackBerry from Cingular Wireless

Case 1:07-cv-04624-RJS Document 11-2 Filed 07/16/2007 Page 47 of 99  
Subj: Re: Timing...  
Date: Tuesday, 3 April 2007 5:32:10 AM  
From:  
To: keincross@aol.com

I don't have the latest - you will need to contact Jim for those.  
jfeldman@jfairinc.com.

However the lists are very mundane and only meant for the transition period - basically more of what you already saw - boring, kitchenware, electronics, small appliances etc. They are the staples, just the models and brands change.

That's why I think your strategy is so important because once you determine the way the store should look, we can direct the buyers to improving the assortment etc etc and try to get them to think outside of their usual box. Both the buyers at Foxwoods and our buyers at Maritz in St Louis are all used to trotting out the same shit which is fine because you have to have that as staples but we have to push them to find new items to match the target audience while at the same time matching margins and availability. I'll have a look on my files and see if i have at least one of the old basics that might help but I think your mind is way ahead of all this!

JD

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is free at AOL.com (<http://www.aol.com?ncid=AOLAOE00020000000503>).



Case 1:07-cv-04624-RJS Document 11-2 Filed 07/16/2007 Page 49 of 99

From: jdobbin <jdobbin@integratedideasinc.com>  
To: <KeinCross@aol.com>  
Subject: Re: Store Restructuring Proposal (verification)  
Date: Tue, 03 Apr 2007 18:44:29 -0400 (EDT)

d. Call him Jim (you obviously already have but when I started this was just reading the proposal). You are his equal and are being asked as a vendor to quote a job so you have an important role to play. Also, you are being asked to quote on providing a visual merchandising strategy NOT to restructure the Wampum Rewards Store. GMS has that contract and you are just one of many. It is important to keep that focus both now and throughout your dealings. Remember you have proposed on that basis and that is the skill you are bringing. If you allow yourself to get too far from that, you will get pissed when you are not paid for more than you proposed so just stick to what you can influence as it will be very easy to get caught up in other areas where others will not necessarily deliver. Merchandise itself is not your area on this project so apart from advising what the strategy is going to be and making written recommendations as to some merchandising ideas that might work, just stick to making that store a wing ding fabulous place. Otherwise you will have problems. Keep in mind that there are people already who have jobs that should be fulfilling all these roles and it happened so regardless of their talk, keep your focus on what YOU can achieve to deliver what you have proposed as it relates to a visual merchandising strategy for the store. Hope this helps.

Subject: Re: Foxwoods

Date: Tuesday, 10 April 2007 8:40 AM

From: KeinCross@aol.com

To: <jdobbin@integratedideasinc.com>

Woo Hoo! Love working with Jim and Jillian, everyone is very responsive and helpful.

www.kein.com

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See what's free at AOL.com <<http://www.aol.com?ncid=AOLAOFF000200000000503>> .

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rently TJ and I arrive at 3PM CST.  
ou could arrange to come in about the same time that would be perfect.  
en you and Carol could have dinner together.  
don't have dinner plans with Mike Donnelly, the President of Maritz,  
ll join you. Otherwise we can get together in the AM to discuss what you and Carol  
re come up with. We must remember the staff is relying on us to make their job easier.  
ey need displays and merchandise that are compelling and self explanatory.  
e display that you created for the garmets...it spoke to the guest...and  
nded by buying lots of it. Great job my friend. Maybe another glass of wine? Bottle?  
enny comes to St. Louis I am going to ask her to try to arrive on Wednesday as well so that  
e can join you and Carol for the evening meeting.

s snowing here.  
n

an aside, I am thinking you may want to do a couple of things just in  
e we decide or you recommend bigger changes at Wampum...

t that digital camera going in NY and capture some of the amazing  
chandising (including the stores they love and identify with like  
Williams Sonoma) but also some different places. Plus some amazing windows  
though not too many at the moment probably but if you could capture the  
irit of the new 5th Avenue Apple store which they would not know. Both  
e upstairs thing and then the store itself. That might help us transfer  
me of the energy into the people as well as start good brainstorming  
sessions on merchandising next week.

mean when I went to the apple store for my appointment at lam it was  
mming - well the wampum store should be the same.

ally got to go!

Case 1:07-cv-04524-BJS Document 11-2 Filed 07/16/2007 Page 53 of 99  
Subj: Re: Wampun photos  
Date: Thursday, 12 April 2007 8:25:20 AM  
From:  
To: KeinCross

Kein have replied on my work email - please don't use or share this email address for work purposes. Many thanks.

PS You will note that I replied to you and Jim re your visit. As a piece of advice you will end up out of pocket if you don't keep control of your time and just do and spend the time as per your contract and I don't want that to happen to you. Maritz is HUGE and as when I used to visit them or The Limited or any of those big mothers in the middle of anyone, they run on their own schedule. So you have to be the valuable commodity and I have found that by limiting my presence there it can be more valuable. There will no doubt be so many boring meetings that you have no need to be at so why waste your time and expenses to do so which is why I recommended being there for Friday only. Jim also has a tendency to invite everyone to every meeting which is great but it is your time and it is just not necessary and I have seen so many vendors come unstuck this way and I don't want you to be one of them.

Also, Jim knows every deal in the place so always check with his staff where everyone is staying etc etc and Fenton ain't St Louis and like we already know St Louis ain't anywhere!!!! If I come, I would stay at the Drury Lane too. You might also be better hooking up with a good travel agent so u don't have to waste your time searching flights etc

Got to go to a meeting but hope this has been a help - email me if you have any questions. Let me know what flights and times you end up with.

From: jdobbin <jdobbin@integratedideasinc.com>  
To: <keincross@aol.com>  
Cc: <jfeldman@fainc.com>, <jenny@rewardchoices.com>  
Wpum Stores Visual Merchandising  
3 Apr 2007 09:19:56 -0400 (EDT)

Rein, have just been going through some Wampum issues in relation to our  
ns going forward and realise we still have some loose ends as related to  
visual merchandising strategy.

stly, I realise you have sent GMS your contract but have not as yet  
eived any funds although I am not sure whether you have invoiced GMS or  
. I have spoken with Jim and he will bring to St Louis the signed  
posal and also \$7500 being 50% of your concept fee which I believe you  
otiated with him. The other 50% will be payable on completion of the  
re merchandising for the launch on Memorial Day weekend. The other  
ments as detailed by you, upon the execution of each 45 day changeout.  
dless to say, the initial 50% is contingent on receiving the proposed  
ign concepts as soon as possible.

I understand it, we have not seen those concepts which we need to do,  
or to that meeting. Unless you discussed something different with Jim, I  
sume that the concepts will be as per your proposal - i.e the plan to  
utique the entire store into shop concepts and swing areas including a  
tailed floor plan and drawings of how finished "shop concepts will  
pear".

originally discussed, we are looking to merchandise the store in tandem  
th the visual so receiving this visual concept is rather critical to our  
xt steps. As planned, the concepts for the period of your contract need  
include the following periods:-

Store Launch - Memorial Day Weekend  
45 days Later - Approx 14 July  
45 days Later - Approx Labor Day  
45 days Later - Approx Mid October  
45 days later - Probably only 35 - 40 days - Thanksgiving Weekend for  
oliday.

need to have the Foxwoods client sign off on your concepts prior to our  
ouis visit if possible or at the very latest the Thursday morning of the  
is at Maritz. I am not sure how advanced you are with the development  
you could advise completion date that would be great or  
alternatively, we could have you present them in St Louis on Thursday  
orning to the whole team.

do not believe there is any mileage for you to be meeting with Carol  
efore the client has approved the concepts because all the merchandising  
elections will be tailored around the agreed lifestyle, themes and core  
outiques that you have created for not only the launch but each of the 45  
ay changeouts. Additionally, Jim and I will need to develop the  
responding training and staffing plans to complement the merchandising  
nd visual so all the Foxwoods resources can be scheduled accordingly.

he other issue that needs to be addressed depending on each of your  
oncepts is the need for additional funding for props, merchandising, print  
roduction etc so it is important that we can see all the elements that we  
ay need to follow up to ensure a perfect and timely execution of each  
oncept.

know you were working on all these when I saw you at Foxwoods so obviously  
f you already have them completed and we can present them to Foxwoods early  
n the week and they sign off on them then the merchandising meetings are  
orthwhile but if they have not seen them, then any meeting or discussion is  
pointless as we do not know what creative concept we are merchandising to.  
t would certainly be more productive to have been able to make an initial  
resentation to the client prior to St Louis. Jim, if you have a different  
erspective on this, please let us know.

As an fyi, I will be arriving in St Louis late on Wednesday evening and I  
understand the client, the Foxwoods team will arrive on Thursday morning.

Can you please give me an update on the status of the initial design  
concepts to include all the points detailed in your proposal.

Look forward to hearing from you, Jenny

-----  
J. J. Dobbin  
61 439 610101

<Kajin@cross@aol.com (mailto:Kajin@cross@aol.com) > wrote:  
 Good Morning, Jennifer  
 I am at Foxwoods now, working on the floor with the Visual  
 Merchandising Team. The store is quite  
 low on goods and we are waiting for the goods to be linked so they  
 can be brought up from the warehouse. Bill the stockroom manager is  
 working on that. There  
 seems to be issues for the vendor  
 's.  
 I have been working on a total store  
 design, that would consist of "Shop  
 concepts" that could easily be identified, Merchandised and maintained.  
 I will have diagrams, floor  
 plans, and a merchandising strategy  
 to present.  
 I can have everything ready for Tuesday to present to Foxwoods.  
 I hope this works with your plan.  
 Please let me know if I can assist  
 with anything else.  
 Best, Kevin  
 Sent via BlackBerry from Cingular Wireless

jdobbin <jdobbin@integratedideasinc.com>  
<keincross@aol.com>  
<jfeldman@lainc.com>, <jenny@rewardchoices.com>  
Re: Wampum Stores Visual Merchandising  
Fri 13 Apr 2007 16:59:19 -0400 (EDT)

at sounds great, thank you so much.

work you are doing now is fabulous - so helpful to show both the store visual teams what can be done with what they already have despite the difficulty. Try not to let yourself get caught up in that if at all possible. I know that once we actually get the merchandise flowing and your retail concepts in place, it will be amazing. Also, once you have tracked what fixtures and other actual items they have on site that you can use, I think that will be helpful as well so it's great that you are on trail of finding all that stuff. Is Foxwoods like Vegas Jim? Do they shows and set departments and stuff that might be able to be used? , did you have a chance to go see the studio in Norwich to see what age they can do for you, if any - I think you may have told me you have already done this? If not, we can do it the week after next.

he way, Jim and I will be arriving at Foxwoods the following week on the day so if you are planning on going, it would be great to co.ordinate.

you are probably more on top of everyone's schedule for next week. Do think there is a chance to schedule a presentation to Foxwoods on today for Kein's concept or is it better for him to email us what he has, can give him some feedback and then he can present to the whole team on Tuesday. I know you are travelling a bit as well prior to St Louis so it is all your call from the timing perspective.

n, can you keep Jim cc'd on our emails between now and when we meet as some of the time difference and travelling I will disappear into thin air for a while so want to make sure we don't lose anything in the meantime.

anks again, you are really making an immediate difference at Wampum,  
ny



From: jdobbin <jdobbin@integratedideasinc.com>  
To: <keincross@aol.com>  
Subject: Wampum Stores Visual Merchandising  
Date: Mon, 22 Apr 2007 06:49:57 -0400 (EDT)

Re: your email, thanks. I have been thinking about the store and have ideas  
going round and round in my head and not necessarily for the good!!!! I  
will call you on Monday to share some of my thoughts - which I am sure will  
have changed a million times by then!

So, can you email me the plans that you presented in St Louis and also can  
you email me an unmarked planogram as well as the proposed planogram?

Have we already changed the category layouts in the store or are they all  
still just "plans"? I know you put the sports gear into that side area but  
have we changed much else? Do we have pictures of the store in its original  
state? If so, can you email me those as well?

Fact if you could email me what pictures you have that would be great or  
if it is easier, just burn them all to a disc and overnight them to me at  
Woods.

Thanks for all your help, Jenny

**Subject: Re: wampum Stores Visual Merchandising**

**Date:** Sunday, 22 April 2007 9:38 AM

**From:** KeinCross@aol.com

**To:** <jdobbin@integratedideasinc.com>

Good Morning,

I would actually rather work on this than take a Sunday. It was my plan that " the electronics area would house the bulk of all home, entertainment and office electronics. Its a huge space for the larges category of the highest priced items in the Wampum Store. There are two small wing areas in the back that work perfectly for merchandising / highlighting smaller electronics, or case items.

I will have more on the Visual Merchandising Strategy for the theme periods tomorrow.

Let me know if you need any additional information.

Best, Kein

[www.kein.com](http://www.kein.com)

---

See what's free at AOL.com <<http://www.aol.com?ncid=AOLAOFF000200000000503>> .



**Subject:** (no subject)

**Date:** Thursday, 26 April 2007 8:36 PM

**From:** KeinCross@aol.com

**To:** <jenny@rewardchoices.com>

Greetings, Jen.

Thank you, I've got it going on now, and it's going to be fabulous! I would like to have three of those kayaks one in each color. I am going to hang them from the ceiling over the cash wrap. It will be a great impact. I took lots of measurements today, and there is electric on the back wall for computers/ electronics.

Have a nice night.

Best, Kein

[www.kein.com](http://www.kein.com)

---

See what's free at AOL.com <[http://www.aol.com?ncid=AOLAOF00020000000503](http://www.aol.com?ncid=AOLAOOF00020000000503)> .

Subj: (no subject)  
Date: Thursday, 26 April 2007 11:28:11 PM  
From: KeinCross@aol.com  
To: jenniferdobbin@integratedideasinc.com

Greetings, Jennifer.

I hope all is going well with the merchandise. Looking forward to meeting up on Thursday morning. I will have three new blank planagrams, one for the Front of the Wampum Store, one walking toward the Wampum Store from Hard Rock, and one walking toward the Wampum Store from the garage. This will make it really easy for visual, and non visual team members to understand the Visual Merchandising Strategy.

Best, Kein

[www.kein.com](http://www.kein.com)

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See what's free at [AOL.com](http://AOL.com).

Kein Cross  
77 Barrow Street, #1FW  
New York, NY 10014  
[www.kein.com](http://www.kein.com) (646)256-0773

April 27, 2007

To: Ms. Jennifer Dobbin- GMS

Re: Alterations Needed Prior to Remerchandising of Wampum Rewards Store  
\*(All items of this list need to be completed by Monday, May 21<sup>st</sup>, 2007)

**Electrical Needs:**

- Installation of high hat spot lights above exterior Wampum Store entrance (already wired).
- Repair of all broken ceiling lighting fixtures including window fixtures throughout entire Wampum Rewards Store.
- Removal of color change wheel above cash wrap stand in center of Wampum Rewards Store. Replace with steady white light only.
- Electric and computer cable outlets needed to work off of stone column in swing area (this is where all computer kiosk/Wampum Rewards Store catalog review will take place).
- Spot light extensions needed to highlight boutique signage boards and key boutique displays – approximately 20 extensions needed. These extensions should simply screw into existing ceiling spotlight fixtures to focus and highlight signage and displays.
- Installation of in- case lighting for both yet to be installed locked glass wall niches (these flank both sides of the home boutique gadget walls). I recommend two small jewelry case lines to be placed in front of these areas to house lock key merchandise.

**Alteration Maintenance:**

- Ceiling in Wampum Store that is currently painted in same golden tone as the walls be repainted in a color more flattering to merchandise. I recommend Benjamin Moore Cameo White #915 in washable flat finish. (This change in color will brighten the Wampum Rewards Store and help the color of the merchandise to pop).

- Removal of slanted display ceiling left side of Wampum Rewards Store entrance (small electronics are currently in this area). By removing the slanted ceiling we will allow more wall space for products, display, and create a better merchandise flow with the boutique set up.
- Remove existing hanging display cube fixture from window left side of Wampum Rewards Store. This will allow for better view into the store, clearer use of window graphics, and also allow for duplicate window displays on right and left side of Wampum Rewards Store.
- Detach existing kiosk plexi sign holders so that they can be modular. No electricity will be needed. They will be placed by visual merchandiser in the new set up of the Wampum Rewards Store. Currently there are 4 on the floor. One has been removed- we will need to have this piece returned to the Wampum Rewards Store. All existing verbiage should be removed from all 5 of these plexi department identifiers prior to May 21<sup>st</sup>, 2007.
- Addition of round metal shelf/ledge mounted to stone column in swing area to provide customer "desktop" while shopping Wampum Rewards Computer Catalog Kiosk (size and material of shelf to be specified by Merchandiser).
- Reposition satellite cash wrap stand to allow for placement of jewelry/ key lock case line.
- Installation of glass locked doors on wall niche in both jewelry/key lock case line areas.

#### Visual Merchandising:

- Inventory of all existing floor fixtures and shelving available by style and dimension of fixture, shelves, and brackets. This information is very important to obtain as soon as possible for proper set up of new boutique areas.
- Purchase of stools to be used around new placement of Wampum Rewards Computer Catalog Kiosk. Suggest 8 stools. Merchandiser will be happy to specify which stools if requested.
- Provide Merchandiser (Kein Cross) of exact address and storage area where visual merchandising strategy props and materials will be sent.
- Schedule set up staff for installation of new visual merchandising strategy/merchandise set up for Wampum Rewards Store May 22 and 23. Twelve people in addition to the existing visual merchandising team will be required.
- Merchandiser is compiling a list of needed props, supplies, fabrics, and display items. A list with total costs with a new visual merchandising strategy floor plan, along with visual merchandising displays and sample fabrics in the approved colors of the WOW promotional period will be sent to Jennifer Dobbin on Tuesday, May 1<sup>st</sup> for approval. Merchandiser will need to know proper purchasing procedure before any purchasing can be done.
- Vinyl lettering needed for the following:
  - Boutique plexi department identifiers (5)
  - Boutique identification signage for soffett wall for home and electronic boutiques
  - Entrance promotional signage needed: WOW, What's New (to be placed on stacked glass doors)

-Lengths of the approved three promotional color choices, these borders to be used to enhance the graphics on windows and throughout Wampum Rewards Store

- 4" high Wampum Rewards logo needed for windows on right and left of Wampum Rewards Store entrance for proper store identification.
- Purchase of museum cases- at least one for the entrance of the Wampum Rewards Store for the remerchandising strategy. Merchandiser suggests placement of these cases in key locations throughout Foxwoods Resort Casino.
- Approval needed for new boutique names for Wampum Rewards Store upon review of new floorplan provided by Merchandiser (Kein Cross).

Thank you,

Kein Cross



From: jdobbin <jdobbin@integratedideasinc.com>  
To: <keinCross@aol.com>  
Cc: <jenny@rewardchoices.com>  
Subject: Emails!

27 Apr 2007 08:36:14 -0400 (EDT)

y kein, good to see you yesterday and I feel as though we made some great rides. I look forward to getting the next plans from you and discussing them with Foxwoods so we can get the final signoff and start moving asap.

m mentioned you had corresponding re the contract and was asking if you had given it to me. I advised you hadn't so if you have it, can you get it back to him, thanks.

so, I do not seem to be getting any email on that silly machine so can you sure that all the emails you send to me at [jenny@rewardchoices.com](mailto:jenny@rewardchoices.com) (maybe compose.cgi?to=jenny@rewardchoices.com), you cc this address. Maybe the best thing to do is to make this the main email address and cc everything to me at reward choices. I know this one works so time is such an issue we need to make sure we are corresponding.

anks, Jen

**Subject:** Re: Emails!

**Date:** Friday, 27 April 2007 9:25 AM

**From:** KeinCross@aol.com

<jdobbin@integratedideasinc.com>

Good Morning.

I did email the contract to Jim , right after I received it. I also sent an addendum to the contract, that was left out of his rewritten contract, from my original proposal/contract. I will send all emails to both addresses.

Here is what was omitted:

Greetings, Jim.

As for the Independent Visual Merchandising Agreement, it all looks great, can we just add the following paragraph?

I have received 50% of my design fee (\$7500) as per the initial agreement. Balance due prior to re-merchandising for reopening. Note -merchandise has in good will, and for no additional charges, made three on-site working visits to Foxwoods Resort Casino.

This Independent Visual Merchandising Agreement will be in effect upon the receipt of the design fee balance of \$7500.

Best, Kein

www.kein.com

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what's free at AOL.com <<http://www.aol.com?ncid=AOLAOFF000200000000503>> .

**Subject: Foxwoods Wampum Rewards Store Visual Strategy Floor Plan**

**Date:** Saturday, 28 April 2007 9:05 AM

**From:** KeinCross@aol.com

: <jdobbin@integratedideasinc.com>, <jenny@rewardchoices.com>

Greetings, Jenny.

Here is the revised Floor plan, I have stripped it down. I think it has a really nice flow, will be easy to shop, merchandise, and have great impact. I will have the store front visuals to you, including the windows tomorrow.

I will need seven tables, and seven umbrellas in the approved colors, if these can not be found, the tables and umbrellas can be painted. The table size will work better if it does not exceed 36 inches in dia.

Looking forward to your comments.

Best, Kein

www.kein.com

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See what's free at AOL.com <<http://www.aol.com?ncid=AOLAOFF000200000000503>> .

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From: jdobbin <jdobbin@integratedideasinc.com>  
To: <KeinCross@aol.com>  
Subject: Re: "Wampum Store Wow, Whats New Promotional Period"  
Date: Sun, 29 Apr 2007 10:58:20 -0400 (EDT)

1, this looks great. However, as I have mentioned to you several times now, I need to see the store concept first. The windows etc are important but not as important as the layout of the store itself, present that to the client and have them buy off on it asap. I cancelled the meeting I had on Friday with them because the plans were not ready and told you I would reschedule for Monday. I have done that so it is critical I have something to present to management, I can't even present your punchlist until I have the accompanying visual rationale so I would appreciate it if you could get to me at some point later today so I have it in the morning. Please give me a call when you get this, thanks, Jenny OH, just on the windows - I am wondering that if we were to have full sized umbrellas in windows they would actually block the visual through into the store as they would probably end up being at about tall person eye height don't you think? Do you think colorful prop ones exist perhaps - thoughts?

From: jdobbin <jdobbin@integratedideasinc.com>  
To: <KeinCross@aol.com>  
Subject: Re: "Wampum Store Wow, Whats New Promotional Period"  
Date: Sun, 29 Apr 2007 11:03:23 -0400 (EDT)

of all this is.... We won't have any approvals till we present it as a whole! I think we have almost everything in place but the client needs to be able to see it, think about, worry about, discuss it and  
e it over a day or two or three so your part of this equation is important. Only then can we place orders for props and supplies. Plus we will need to see budgets for those things you are intending  
a because they don't have a budget and we will need to look at free of charge methods of getting stuff. There are lots of parts to this, not just the bit that you are doing. Even the ability for us to get  
merchandise for props will prove a problem and will have to be paid for and charged etc etc so just because we present it, doesn't mean it is going to happen at this point. That's why the whole plan is  
call! Thanks and again, love the windows. Speak later. Jenny

n: jdobbin <jdobbin@integratedideasinc.com>  
o: <KeinCross@aol.com>  
t: Re: "Wampum Store Wow, Whats New Promotional Period"  
e: Sun, 29 Apr 2007 13:55:05 -0400 (EDT)

t. No, definitely don't like the names - they need to be simple and say what they are. Let's brainstorm a bit on this. Also, you don't say exactly where the swing area is - although there will always  
it's new in each boutique, aren't we planning to make the area in and around the computer kiosks the main swing focus? We are obviously going to have to use floor to ceiling on most walls the  
for boxes on boxes, is this going to impact your concept negatively at all do you think? Also, when I pull up your drawing in adobe, not in the email, it doesn't come up with the legend. Can you  
that adjustment so that it does. And it is a little hard for me to read the headings around the fixtures so maybe we can up them a font size. I can see Home but I can't see what is on either side of that.  
my first thoughts - are you happy with it? I think we are getting there so I am getting happier!!! Thank you.

**Subject:** Contract

**Date:** Sunday, 29 April 2007 4:14 PM

**From:** KeinCross@aol.com

.: <jdobbin@integratedideasinc.com>, <jenny@rewardchoices.com>

www.kein.com

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See what's free at AOL.com <<http://www.aol.com?ncid=AOLAOF00020000000503>> .

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From: jdobbin <jdobbin@integratedideasinc.com>  
To: <KeinCross@aol.com>  
Subject: Re: Wampum Rewards Store Boutiques  
Date: Sun, 29 Apr 2007 21:23:17 -0400 (EDT)

couple of questions and thoughts.... I definitely see the inside right area of the store being a lot about What's new each 45 day period i.e. being the biggest chunk of the swing merchandise. All experience of whatever is the focus. We don't seem to have covered that or have I missed it. Actually I think maybe with the size and quantities perhaps we need to have Boutique 10 split into two. Do you have it in the centre and in the area to the right as you enter the store? Thoughts? The home/entertaining area is meant to feel experiential - not 3 raised table tops that look like BB&B. We want to have people touch and live and smell the experience not a 3D hands off experience. If we want them to be interactive with the computers, why wouldn't we want them to be interactive with the kitchen area particularly as there is so much to showcase there. Maybe you can explain more about 3 mini tables? In relation to the cooking area - the back of a stove is very unattractive - how do u want to change that if it is in the middle of the store and as we would be no doubt placing pots and pans etc on it, they will be a constant source of picking up and putting down and thus mess it in the middle of the store, thoughts? Also am not sure that the front of the store - left side - (might be wrong on this) is best positioning for home things. Do you have a reason for choosing that location for Boutique 10? What is your specific vision for the bed and bath display - what do u mean mini bed and bath? Let me know what you think, Thanks, Jenny



**Subject: Re: Wampum Rewards Store Boutiques**  
**Date:** Monday, 30 April 2007 9:44 AM  
**From:** KeinCross@aol.com  
: <jdobbin@integratedideasinc.com>, <jenny@rewardchoices.com>

Hello Jennifer:

The following are responses to your questions:

In regards to your question about the inside right area of the store - entering the store on the right will be the window display, and in the center of this area will be 45 day change merchandise housed on floor fixtures. The back wall will house Choose Your Adventure merchandise.

The area known as Boutique 10 is a swing area. It is a large space so it can easily be divided into two separate boutiques if the quantities and styles of the merchandise demand this. As I mentioned previously and in the photograph of these table tops, they are simply wall mount props to identify and soften the merchandise presentation mounted high on the wall above the merchandise in the back Boutique #8.

Table linens will be easily accessible to touch, to feel, to smell. They will be displayed in the front of the home entertaining area on a small existing parsons table in the boutique, melange (swing area), and in both window presentations.

In regards to your question about placement of the stove, the stove will be the main prop in the front of the Boutique # 6 At Home. I will set up a display placing cubes behind the stove so that boxed merchandise can be placed there for easy accessibility with the same product opened and placed on the stove for display purposes. The cubes that are placed behind the stove will cover the unsightly back of the stove. This display is not in the middle of the store, it is the entrance display to the Boutique #6 At Home.

I chose Boutique #9 for Bed and Bath as it is a large area which can house personal care appliances which tend to have a hard edge. By merchandising these with other bath accessories/personal care items with bed linens, I think it pulls together a perfect concept boutique for all of the above mentioned merchandise. The linens will help soften this edge.

In reference to my agreement, did you receive the document I emailed to you yesterday? Are we good on this? Hope we can move forward on the agreement.

Best,

Kein

[www.kein.com](http://www.kein.com)

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See what's free at AOL.com <<http://www.aol.com?ncid=AOLAOFF00020000000503>> .

From: jdobbin <jdobbin@integratedideasinc.com>  
To: <KeinCross@aol.com>  
Subject: Wampum Rewards/Megaslore Visual  
Date: Mon, 30 Apr 2007 22:49:38 -0400 (EDT)

let you know that amongst my meetings today I presented the  
S/maritz visual concept which of course included the store layout you had  
translated from our vision as well as the proposed windows.

tomorrow I will be meeting to drill down to the next level to see what the  
abilities of implementation are. Specifically which tasks can be achieved  
and which cannot and therefore what we can achieve. We will also have to  
determine the signage requirements tomorrow as well so I hope we have all  
our specific needs covered in the information you sent through.

so, as you know they have not allocated a budget for the visuals so we  
will need to see what is available here for prop purposes. Basically we  
would need to have almost everything available for sale rather than being  
specific props so I will have a little more direction on that tomorrow.

haven't seen a prop list that you are recommending so I am going on the  
assumption that there is nothing specific that you need in addition to the  
merchandise. If this is not the case, please let me have a list of what it  
you think you might need and we will see if it is available here prior to  
termining whether we would be likely to purchase it or not.

overall, the reaction was good to today's presentation and we are now  
working through what specific products might go in each boutique. And we  
need to source tables that go with the umbrellas for example as they would  
have to be for sale.

thanks for your help, the layout is looking great. Jenny

Annifer Dobbin  
2 550 5432

**Subject:** (no subject)

**Date:** Tuesday, 1 May 2007 8:35 AM

**From:** KeinCross@aol.com

<jdobbin@integratedideasinc.com>

Good morning, Jenny.

Thank you for your update. Am I to assume that my designs for the remerchandising, and Visual Merchandising of the Wampum Rewards Store have been approved to be implemented? Does this include approved suggested Visuals for the promotional period of Wow, What's New? Let me know and I will get that "prop" list to you. All "props" could be available to resale.

In your email there was no mention of my original contract, please advise.

Best, Kein

www.kein.com

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See what's free at AOL.com <<http://www.aol.com?ncid=AOLAOFF00020000000503>> .

From: jdobbin <jdobbin@integratedideasinc.com>  
To: <keincross@aol.com>  
Subject: contract  
Date: Fri, 04 May 2007 09:30:52 -0400 (EDT)

...n, it would be good if we could get this resolved today. I am not  
... Now everything became so complicated but I would like to put it to bed  
... that you feel comfortable and we can all move forward.

I am attaching a copy of the contract which Jim would like signed asap. I  
... also attaching a copy of the email I sent you originally laying out the  
... specifics of what was being requested of you. This is the understanding on  
... which GMS has been operating with you and I think it is the same for you.

While GMS/Maritz had always said to you that the second payment would be  
... forthcoming once you had completed the merchandising of the store, I am  
... happy to ensure that Jim brings the cheque with him when he comes to  
... Sawwoods next before the opening - not sure exactly but it will be between  
... and 23 May if not before.

Please telephone me if you have any questions, otherwise if you could return  
... the contract to Jim's office I would be grateful.

Warm regards, Jenny

\_\_\_\_\_  
Jennifer Dobbin  
12 550 5432

<<Kein Agreement.doc (application/msword)>>  
<<Email JDtoKCrossreContractCondit.pdf (application/pdf)>>

Subject: Re: contract

Date: Friday, 4 May 2007 9:53 AM

From: keincross@aol.com

Reply-To: keincross@aol.com

cc: jdobbin <jdobbin@integratedideasinc.com>

Greetings, Jenny.

First did you see me on Entertainment Tonight last night?

I am very excited to execute phase two on my original contract. As

recommended by you, phase one

Design, phase two Theme Period set up.

I have completed phase one, and

should receive the balance due.

Even on both revised contracts sent

by Jim, it states this.

Best, Kein

Sent via BlackBerry from Cingular Wireless

**Subject:** Re: GMS Contract - Wampum Contract

**Date:** Monday, 7 May 2007 3:35 PM

**From:** KeinCross@aol.com

: <jdobbin@integratedideasinc.com>, <jenny@rewardchoices.com>

Hello, Jenny

Thank you for your response. Let me first say it is not my intention to cause anyone any delay. As I have said to you and to Jim, I am happy to sign a confidentiality agreement. What I don't understand where this issue has come from. Its all very simple my contract( having nothing to do with the confidentiality agreement) states that I would receive the remaining 7,500. balance of the design fee, prior to any in store visit. I certainly do not wish to cause any problems or stress to you, Jim, or GMS or partners in this project. I know the store will be wonderful, and I cant wait to begin the set up for

Wow, What's New.

Best Regards, Kein

www.kein.com

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See what's free at AOL.com <<http://www.aol.com?ncid=AOLAOF00020000000503>> .

From: jdobbin <jdobbin@integratedideasinc.com>  
To: <keincross@aol.com>  
Subject: GMS Contract - Wampum Contract  
Date: Mon, 07 May 2007 12:37:31 -0400 (EDT)

, further to our conversation this morning just wanted to let you know how much I would like to resolve any outstanding issues so that we can move forward with the visual work at Foxwoods.

Perhaps I am not understanding the whole situation and if not, please feel free to let me know.

At my initial meetings with you in March, we discussed the project in detail and you seemed excited about the opportunity GMS had brought to you. On 02 April, you advised GMS your fee schedule which included the agreed upon \$5,000 and the following detail for the phase one of the project..

Convert the entire store into shop concepts and swing areas. This can be achieved by using existing fixturing and onsite merchandising. We will provide a detailed floor plan and drawings of how finished shop concepts will appear. Work with existing team of buyers, retail and visual merchandising, and sales staff to create the merchandise plan. Improving shop decor so the emphasis of the shop is on the merchandise by proper color choices, lighting, fixture placement, and signage. Use merchandise as props to set the tone and soften overall look of the store. Work with merchants to create themes in advance for 45 day merchandise change to keep Wampum's Rewards Store looking fresh and forward. My main focus is to display and merchandise goods for optimum sales.

As I understand it, you then spoke with Jim and agreed to have \$7,500 paid upfront and the remainder once the above task was completed. Jim subsequently paid you the \$7,500 with the remainder due at the completion of the task. As a goodwill gesture, Jim gave you a cheque for \$7,500 even though there was no signed agreement. While we were in St Louis, he informed you that there were additional comments that needed to be incorporated into the agreement that included some language from Foxwoods. Jim advised that you raised no concerns and to date have not expressed any issues regarding the contract.

As this is where I become confused because the remainder of the tasks are due upon the completion of the above tasks. I anticipate that this could occur on 23rd May when you have completed tasks detailed in your proposal specifically # 1, 4, 5, and 7. While we still don't have more than a broad rough floor plan as detailed in point #2, I think we are past that point now and similarly with #3 and #6 which the rest of the team has been focused on.

GMS is under a legal agreement with Foxwoods and Maritz that both require a similar agreement from GMS subcontractors,

In the absence of the signed agreement, we cannot move forward. Further, at this point using you without the signed agreement could jeopardise the GMS relationship with Foxwoods and I am confident that neither of us wish that to occur.

Jim is very concerned and he has advised me that he will be forced to inform Foxwoods that we cannot reach an agreement. In that situation, the GMS relationship with Foxwoods is compromised and both GMS and Maritz would be forced to deal with any issues that have been caused by your delay in signing the agreement.

Again, whatever the issue is with signing the agreement, we need to put it behind us by the close of business today. Jim believes that he, in a spirit of cooperation has provided the \$7,500 and you on the other hand have also spent time on the project although you have certainly not completed all the tasks listed in your proposal. All of us want to complete the project in a timely manner for Foxwoods. They are depending on GMS/Maritz and GMS/Maritz is depending on you to honor your obligations.

You know I believe you are a tremendously creative talent which is why I introduced you to this project and why I very much would like to see this situation resolved but am not sure what the stumbling block is. GMS is more than happy to honor its commitment to you but the parameters keep changing. I spent some time with you up front working with you and giving you my best suggestions to ensure you would be rewarded for your work and that it would be a good project for you which I am sure you also felt.

I am really looking forward to finishing this with you as I know it will be fabulous once you get a chance to actually boutique the store and merchandise it as you proposed so let's get this resolved today.

nnifer Dobbin  
2 550 5432



**Subject:** <no subject>

**Date:** Tuesday, 8 May 2007 3:41 PM

**From:** keincross@aol.com

**Reply-To:** keincross@aol.com

**To:** Jennifer Dobbin <jenny@rewardchoices.com>

Hello, Jenny.

I am not able to telephone you at this time. Could you please email me if all is OK to move forward, as per our conversation yesterday.

Thank you, Kein

Sent via BlackBerry from Cingular Wireless

From: jdobbin <jdobbin@integratedideasinc.com>  
To: <keincross@aol.com>  
Subject: Trying to make this work....  
Date: Tue, 08 May 2007 16:56:50 -0400 (EDT)

n, what is it that I did to offend you? I don't understand why you  
e eating me this way. You have our trust and we have honored our  
reement so far and we believe in your work. You are not speaking with me,  
y? Am I now your enemy?

asee let me know. You and I have better things to do, and have done  
tter than this, so out of respect please pick up the phone and call me.

u know I am trying hard to make this work, Jenny

ennifer Dobbin  
2 550 5432

From: jdobbin <jdobbin@integratedideasinc.com>  
To: <keincross@aol.com>  
Cc: <jfeldman@jainc.com>  
Subject: WampumStore  
Date: Wed, 09 May 2007 11:46:02 -0400 (EDT)

I have left you several phone messages over the last few days including two a short time ago, none of which you have returned. I have also emailed you as late as yesterday afternoon but have still not received anything in return.

I have spent many hours now trying to make this situation work but it is clear to me that you do not wish to honor your commitment to GMS and we simply don't have the time or resources to spend spinning in circles.

GMS paid you \$7,500 in good faith for 50% of a project which you have not completed and indeed have not even provided the initial parts of the project either as briefed to you or as detailed in your proposal.

GMS has a legal obligation under their Foxwoods contract to have all vendors working under a signed contract including indemnification clauses established by Foxwoods. Unless that contract is signed, GMS is not in a position to utilise your services as it interferes with the performance of the GMS obligations under the terms of that contract.

If you wish to discuss this further, please don't hesitate to call either me or myself immediately.

Thanks, Jenny

Jennifer Dobbin  
2550 5432

Jim Feldman  
2527 9111

meetings, Jenny.  
don't know what you mean good faith? I have completed as provided by  
proposal the Design portion of the proposal.  
that proposal. I am happy as I have said in many emails to sign a  
Confidentiality Agreement, that doesnot rewrite my original proposed  
contract. Upon receipt  
the remaining balance, I would be happy to work on the in store set  
of Wow, What's New.  
Please let me know if you are ready to move forward.  
Kein  
via BlackBerry from Cingular Wireless

From: jdobbin <jdobbin@integratedideasinc.com>  
To: <keincross@aol.com>  
Cc: <jfeldman@fainc.com>  
Subject: Re: WampumStore  
Date: Wed, 09 May 2007 14:03:57 -0400 (EDT)

I am not prepared to email any more. If you had ever bothered to pick up the phone we may have been able to resolve the situation. If you wish to talk now, I am more than happy to speak with you as is Jim.

When GMS signed your proposal. No one at GMS accepted your proposal. It was just that, a proposal. However, GMS did agree to your fee as per my recommendation. Following that, you and Jim negotiated and he in good faith agreed to advance you \$7500 with the remainder to be paid at the end of the job, the merchandising of the store. That has not been completed yet. By accepting that \$7500, in legal terms you have agreed to GMS terms and yet you have not rendered the services. Let's face it, don't pay the doctor or the plumber or indeed anyone, until the job is completed and that was made very clear in all our discussions and emails.

As I outlined in my email to you yesterday, much of the detailed design for the concept has still not been completed or presented by you so that you have \$7,500 from GMS and have not even delivered the first part of the project to the extent that we asked and you proposed.

I commended you to this piece of business and thus feel badly that I have misled both my client and their client to have been let down so badly by you with such short notice and that so much of our time and resources has been expended because you couldn't honor your obligation or even pick up a phone.

Sincerely,  
Jenny

# EXHIBIT C

Kein Cross  
77 Barrow Street, #1FW  
New York, NY 10014  
www.kein.com (646)256-0773

April 2, 2007

To: Mr. James Feldman and Ms. Jennifer Dobbin- GMS

Re: Foxwoods Resort Casino / Wampum Rewards Store

Thank you for the opportunity to submit a proposal for the restructuring and remerchandising of the Wampum Rewards Shop at Foxwoods Resort Casino. After my initial meetings with Ms. Dobbin and the Retail and Visual Merchandising Division of Foxwoods Resort Casino, I feel I can assist you with your targeted goal of updating, upscaling, and increasing overall sales by 50%.

Visual Merchandising Strategy

Through the development of an innovative and coordinated visual merchandising strategy with the underlying objective to display and merchandise goods for optimum sales, I believe I can contribute to the GMS/Maritz goal as follows:

- Boutique entire store into shop concepts and swing areas. This can be achieved by using existing fixturing and onsite merchandising.
- Provide a detailed floor plan and drawings of how finished "shop concepts" will appear.
- Improve shop decor so the emphasis of the shop is on the merchandise by proper color choices, lighting, fixture placement, and signage.
- Use merchandise as props to set the tone and soften overall look of the store.
- Work with Foxwoods/GMS buyers and/or merchants to create themes in advance for 45 day merchandise change to keep Wampum's Rewards Store looking fresh and forward.
- Work with existing team of buyers, retail and visual merchandising, and sales staff to create the merchandise plan.

### Fee Schedule

- Initial design concepts, which includes all of the points above: \$15,000 plus expenses before any additional work is initiated (any onsite visits, travel). This design fee is due in full prior to acceptance of the project.
- Design and implementation of merchandise change, which would include one visit for new theme every 45 days: \$5,000- to be paid within a 10 day period.
- Please note that this fee schedule does not include costs for any props, signage, or other supplies that are required.

To ensure that the new Wampum Rewards Visual Strategy has the best chance for success; I would undertake the project based on the launch through to the 07 holiday.

### Timing

I understand that there is a requirement to commence on this project at the earliest opportunity particularly if the initial store concept is to be approved and in place prior to Launch on May 31. Once the terms of the contract are agreed and a Purchase Order has been issued, I would be available to meet with you at Foxwoods to present my work plans and timing schedule for the above strategy.

I look forward to the opportunity to work with you and please contact me if you should have any questions.

Best regards,

Kein Cross



# EXHIBIT D

|  |
|--|
| Independent Visual Merchandising Agreement |
|--|

This agreement is made on April 1, 2007 between Gaming Marketing Solutions, Inc. an Illinois Corporation hereinafter referred to as "COMPANY" and Kein Company (Kein Cross) hereinafter referred to as "MERCHANDISER."

By signing this agreement, and acceptance, Kein Cross agrees to act as an independent Visual MERCHANDISER for Foxwoods Resort and Casino in CT.

MERCHANDISER is not an employee, stockholder, or legal representative of the COMPANY. MERCHANDISER understands that he is working as a self-employed, independent contractor. As an independent contractor, he is responsible for filing all necessary federal, state, and local taxes as may be applicable to my commissions, bonuses, and other prizes including merchandise or travel received from the COMPANY. In particular, I will not be treated as an employee with respect to any services for federal or state tax purposes. In addition, I understand that any State Unemployment or Worker's Compensation Act does not cover me.

I will present the COMPANY in a truthful, sincere, and honest manner, and MERCHANDISER will conduct myself in a manner that will reflect the highest standards of integrity and responsibility in keeping with the reputation of the COMPANY. MERCHANDISER will return and all materials belonging to the COMPANY or its Client Foxwoods Resort and Casino upon written notice. Failure to return property may result in COMPANY incurring legal fees to obtain return which will be deducted from any monies due MERCHANDISER. If COMPANY and MERCHANDISER terminate their relationship both parties agree to be binding terms from the American Arbitration Association, Chicago, IL. MERCHANDISER further agrees not to use the COMPANY'S or that of its client's name and/or trademarks. Website, or make any representations without the prior written approval of an Authorized Officer of the COMPANY at its Home Office. MERCHANDISER will not solicit from our client any other work, offer any products or services except through COMPANY. I understand that any violation of this Agreement may result in cancellation of this Agreement.

The Parties hereto intend to exchange information for the purpose of a business relationship. In the course of such exchange of information, it is anticipated that each party may disclose or deliver to the other certain trade secrets or other confidential or proprietary information for the mutual business purpose of disclosure specified above ("Project"). The Parties hereto have entered into this Agreement in order to assure the continued confidentiality of such trade secrets and other confidential and/or proprietary information in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the Parties) the Parties agree as follows:

1. Definition of Confidential Information and Exclusions.

(a) "Confidential Information" means nonpublic information that a party to this Agreement ("Disclosing Party") designates, as being confidential to the party that receives such information ("Receiving Party") or which, under the circumstances surrounding disclosure ought to be treated as confidential by the Receiving Party. "Confidential Information" includes, without limitation, information in tangible or intangible form relating to and/or including released or unreleased Disclosing Party software or hardware products, Disclosing Party intellectual property including

but to limited to source code, the marketing or promotion of any Disclosing Party product, Disclosing Party's business policies or practices, customers lists, financial data, sales and marketing data including forward-pricing data, operations, personnel and employee information, know-how, product designs, capabilities, specifications, drawings, program code, product strategies, trade secrets, and information received from others that Disclosing Party is obligated to treat as confidential. Except as otherwise indicated in this Agreement, the term "Disclosing Party" also includes all Affiliates of the Disclosing Party and, except as otherwise indicated, the term "Receiving Party" also includes all Affiliates of the Receiving Party. An "Affiliate" means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly, control, are controlled by, managed by, or are under common control with a party. Prior to the time that any Confidential Information is shared with an Affiliate who has not signed this Agreement, the Receiving Party that executed this Agreement below (the "Undersigned Receiving Party") shall have entered into an appropriate written agreement with that Affiliate sufficient to enable the Disclosing Party and/or the Undersigned Receiving Party to enforce all of the provisions of this Agreement against such Affiliate.

(b) Confidential Information shall not include any information, however designated, that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed Disclosing Party; (ii) became rightfully known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party pursuant to the terms of this Agreement or; (iii) became known to Receiving Party from a source other than Disclosing Party and other than by the breach of an obligation of confidentiality owed to Disclosing Party.

## 2. Obligations Regarding Confidential Information

(a) Receiving Party shall:

- (i) Refrain from disclosing any Confidential Information of the Disclosing Party to third parties for five (5) years following the date that Disclosing Party first discloses such Confidential Information to Receiving Party, except as expressly provided in Sections 2(b) and 2(c) of this Agreement;
- (ii) Take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less than reasonable care, to keep confidential the Confidential Information of the Disclosing Party;
- (iii) Refrain from disclosing, reproducing, summarizing and/or distributing Confidential Information of the Disclosing Party except in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder; and
- (iv) Refrain from reverse engineering, decompiling or disassembling any software code and/or pre-release hardware devices disclosed by Disclosing Party to Receiving Party under the terms of this Agreement, except as expressly permitted by applicable law.
- (v) Refrain from using the Confidential Information for any purpose other than as specifically described above or to solicit work. MERCHANDISER agrees not to

work with or solicit work from Mohegan Sun located in CT for a period of one year from the termination or completion of this agreement.

(b) Receiving Party may disclose Confidential Information of Disclosing Party in accordance with a judicial or other governmental order, provided that Receiving Party (i) gives the undersigned Disclosing Party reasonable notice prior to such disclosure to allow Disclosing Party a reasonable opportunity to seek a protective order or equivalent, and (ii) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation.

(c) The undersigned Receiving Party may disclose Confidential Information only to Receiving Party's employees and MERCHANDISER on a need-to-know basis. The undersigned Receiving Party will have executed or shall execute appropriate written agreements with its employees and MERCHANDISER sufficient to enable Receiving Party to enforce all the provisions of this Agreement against such employees.

(d) Receiving Party shall notify the undersigned Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Receiving Party and its employees and MERCHANDISER, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

(e) Receiving Party shall, at Disclosing Party's request, return all originals, copies, reproductions and summaries of Confidential Information and all other tangible materials and devices provided to the Receiving Party as Confidential Information, or at Disclosing Party's option, certify destruction of the same.

### 3. Remedies

The Parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

### 4. Return of Confidential Information

Each Party shall keep a record of the Confidential Information furnished and the location of the Confidential Information. The Confidential Information shall be returned if the prospective transaction is not consummated within a reasonable period of time and in any event immediately upon the request of the other Party, and no copies, extracts or other reproduction shall be retained by either Party or its representatives. All documents, memoranda, notes and other writings whatsoever prepared by Company or its representatives based upon the Confidential Information shall be returned to the other Party or destroyed, such destruction shall be certified in writing to the other Party by an authorized officer certifying such destruction. The redelivery or destruction of such material shall not relieve either Party of its obligation of confidentiality or any other obligations hereunder.

5. Miscellaneous

(a) All Confidential Information is and shall remain the property of Disclosing Party. By disclosing Confidential Information to Receiving Party, Disclosing Party does not grant any express or implied right to Receiving Party to or under any patents, copyrights, trademarks, or trade secret information except as otherwise provided herein. Disclosing Party reserves without prejudice the ability to protect its rights under any such patents, copyrights, trademarks, or trade secrets except as otherwise provided herein.

(b) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both Parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, the Receiving Party, their agents, or employees, but only by an instrument in writing signed by an authorized employee of Disclosing Party and the Receiving Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(c) If either Disclosing Party or the Receiving Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. This Agreement shall be governed by, construed in and enforced in accordance exclusively with the laws of the State of Nevada. If any provision of this Agreement is rendered inoperative or illegal by operation of law or otherwise, all other provisions contained herein shall remain in full force and effect, and in such cases the principle of severability shall govern. The Parties agree that should any dispute arise hereon, then such dispute will be litigated, if necessary, solely and exclusively in the courts of Clark County, Nevada and in no other jurisdiction or forum. Process may be served on either party in the manner authorized by applicable law or court rule.

(d) This Agreement shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns; provided, however, that neither party may assign this Agreement (whether by operation of law, sale of securities or assets, merger or otherwise), in whole or in part, without the prior written approval of the other party. Any attempted assignment in violation of this Section shall be void.

(e) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(f) This Confidentiality provision shall remain in effect for a period of five (5) years from the date of disclosure provided, however, notwithstanding the foregoing, the protections provided to a Party as to its Confidential Information hereunder shall be in addition to, and not in limitation of, any other protection provided to the Party as to such Confidential Information under applicable law or in equity relating to trade secrets, unfair competition, intellectual property or otherwise. All sections of this Agreement relating to the rights and obligations of the Parties concerning Confidential Information disclosed during the term of the Agreement shall survive any such termination.

(g) Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and shall be given by personal delivery or by facsimile addressed to the receiving party at the address given above. All notices shall be considered



delivered and effective when personally delivered or the day the transmission is sent if sent by facsimile.

(h) The Parties acknowledge that they substantially and materially have contributed to the preparation of this Agreement and agree that neither of them shall be deemed the drafter of this Agreement, and that in the event this Agreement is ever construed or interpreted by a court of competent jurisdiction, such court shall not construe or interpret this Agreement or any of its provisions against either of the Parties as the drafter.

MERCHANDISER will conduct or offer performance improvement products and services to potential clients. MERCHANDISER must furnish a detailed and complete outline of the Program to COMPANY for approval, which shall not be unreasonably withheld, before contract finalization between MERCHANDISER and its clients and consummation of any purchase. Due to the confidential relationship of COMPANY with suppliers, MERCHANDISER agrees to maintain strict confidentiality of any information provided to MERCHANDISER.

#### TRADE MARKS AND INTELLECTUAL PROPERTY:

MERCHANDISER further agrees not to use the COMPANY'S, client or marketing partner's name and/or trademarks or any trademark owned by our suppliers, without the prior written approval of an Authorized Officer of the COMPANY at its Home Office who will obtain permission from suppliers. MERCHANDISER understands that any violation of this Agreement may result in cancellation of this Agreement.

MERCHANDISER acknowledges that marks, logos, images, graphic representation, trademarks, trade names, trade dress, service marks, domain names or other indicia of ownership by the execution, performance or non performance of this Agreement or any part, issued prior or contained herein shall be referred to as 'marks.' To date no 'marks' have been provided to MERCHANDISER. MERCHANDISER agrees and acknowledges that any such use of 'mark' is a violation of the agreement until provided by COMPANY. Some 'marks' are owned by third parties and the MERCHANDISER acknowledges that Company's relationship with suppliers could be damaged, terminated, or result in litigation if 'marks' are used without permission.

MERCHANDISER has no right, property, license, permission or interest of any kind in or to any 'mark.' Moreover, the various marketing partners may own other materials and "marks" therefore it is understood that COMPANY must receive approval from each marketing partner prior to providing overall approval for MERCHANDISER to reproduce any "marks" in any form. MERCHANDISER agrees not to use any 'marks' without written permission for each use, in any form including but not limited to placing any information on Internet.

COMPANY will grant access and permission to MERCHANDISER for client websites. However, MERCHANDISER may not offer any content to its client(s), for their use without first obtaining permission from COMPANY. COMPANY in providing subsequent approval to use 'marks' has not intended to give or transfer to MERCHANDISER any use other than provided in writing. MERCHANDISER indemnifies COMPANY for all use of 'marks' that do not adhere to the standards or specified use of 'marks' by MERCHANDISER or in the event,

MERCHANDISER agrees that they shall in no way contest or deny validity of, or the right or title of COMPANY and its marketing partners or clients in the use of the marks, images, graphics, and shall not encourage or assist others directly or indirectly to do so, during the lifetime of this

agreement and thereafter. MERCHANDISER shall not utilize any marks, images in any manner that would diminish their value or harm the reputation of COMPANY and its marketing partners.

MERCHANDISER acknowledges that COMPANY must approve any information or dissemination of any program, in advance, in writing. All advertising and promotional materials, including samples or files provided by COMPANY shall be subject to COMPANY's written approval.

MERCHANDISER shall not use, copy, or register any domain name or its content that is similar or identical to any information or 'marks' owned by COMPANY and its marketing partners without written permission. In the event web materials or other materials including, but not limited to, print in any media whether printed or electronic without written consent from COMPANY may damage its business relationship with COMPANY marketing partners. Distribution without prior written approval will damage its relationship with COMPANY'S marketing partners and that the degree of damage to those relationships is impossible to ascertain with any degree of certainty.

**CONFIDENTIALITY:** To be effective in delivery of COMPANY programs MERCHANDISER will have access to special relationships, contacts, prices, and other specially developed vendor partnerships or strategic alliances. MERCHANDISER has represented that they will protect the confidential material and information, which may be disclosed between MERCHANDISER and COMPANY. Therefore, the parties agree as follows:

The term "Confidential Information" means any information or material, which is proprietary to COMPANY, whether or not owned or developed by GMS or its affiliated businesses or suppliers, which is not generally known other than by COMPANY or its affiliated companies, and which MERCHANDISER may obtain through any direct or indirect contact with COMPANY.

Confidential Information includes without limitation:

- Business records and plans
- Supplier lists and records
- Trade secrets
- Technical information
- Products
- Inventions
- Product design information
- Pricing structure
- Discounts
- Costs
- Computer programs and listings
- Source code and/or object code
- Copyrights & other intellectual property
- Merchandise sources
- Other proprietary information.

This includes but not limited to any e-commerce sites, marketing of those sites and any information regarding the development, implementation, etc. of those sites.

## PROTECTION OF CONFIDENTIAL INFORMATION.

MERCHANDISER understands and acknowledges that the Confidential Information has been developed or obtained by COMPANY, it's marketing partners, and by it's clients by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of COMPANY. Marketing partners, and clients, which provides COMPANY with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information,

MERCHANDISER agrees to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of COMPANY.

**No Copying.** MERCHANDISER will not copy or modify any Confidential Information without the prior written consent of COMPANY.

#### **Application to MERCHANDISER.**

Further, MERCHANDISER shall not disclose any Confidential Information to any other employees, clients, or bureaus, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted MERCHANDISER to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of COMPANY.

**Unauthorized Disclosure of Information.** If it appears that MERCHANDISER has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, COMPANY shall be entitled to an injunction to restrain MERCHANDISER from disclosing, in whole or in part, the Confidential Information. COMPANY shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

#### **RETURN OF CONFIDENTIAL INFORMATION.**

Upon the written request of COMPANY, MERCHANDISER shall return to COMPANY all written materials containing the Confidential Information. MERCHANDISER shall also deliver to COMPANY written statements signed by MERCHANDISER certifying that all materials have been returned within five (5) days of receipt of the request.

#### **Scope of Work for MERCHANDISER:**

- Boutique entire store into shop concepts and swing areas. This can be achieved by using existing fixturing and onsite merchandising.
- Provide a detailed floor plan and drawings of how finished "shop concepts" will appear.
- Improve shop decor so the emphasis of the shop is on the merchandise by proper color choices, lighting, fixture placement, and signage.
- Use merchandise as props to set the tone and soften overall look of the store.
- Work with Foxwoods/GMS buyers and/or merchants to create themes in advance for 45 day merchandise change to keep Wampum's Rewards Store looking fresh and forward.
- Work with existing team of buyers, retail and visual merchandising, and sales staff to create the merchandise plan.

#### **Fee Schedule for MERCHANDISER**

Initial design concepts, which includes all of the points above:  
\$15,000 plus approved expenses before any additional work is initiated (any onsite visits, travel). This design fee is due as follows: 50% has been paid by COMPANY and is acknowledged as received by MERCHANDISER. No further payments are due until after



Design and implementation of merchandise change, which would include one visit for new  
theme every 45 days or as determined by COMPANY and MERCHANDISER:

\$5,000- to be paid within a 10 day period upon completion of receipt and acceptance of  
new theme.

This fee schedule does not include costs for any props, signage, or other supplies that are  
required.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

(COMPANY)

Gaming Marketing Solutions, Inc. 505 N. Lakeshore Drive #6601  
Chicago, IL 60611 312 527-1111 jfeldman@rewardchoices.com

*James Feldman, President*

(MERCHANDISER)

*Please Print*

Kein Cross 77 Barrow Street, #1FW New York, NY 10014 KeinCross@aol.com  
(646) 256-0773 SS # \_\_\_\_\_

Signature \_\_\_\_\_

# EXHIBIT E

----- Forwarded Message

From: <KeinCross@aol.com>

Date: Sun, 13 May 2007 02:05:48 EDT

To: <jdobbin@integratedideasinc.com>, <jenny@rewardchoices.com>, <james@jagms.com>

Subject: Past due invoice.

Greetings,

Since I have not received the balance due from my agreed upon proposal, and it is ten days past due, my attorney will be sending out a collection letter to the following involved parties, GMS, Foxwoods, and Maritz.

Hopefully this is just an over sight, and will be sent out promptly.

Regards, Kein Cross